

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
		<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		1

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT PLAN
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:		a. NAME
		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See Attached

11. The Contractor shall begin performance _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____ .)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by	
d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20. SIGNATURE


20c. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN   
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ) ☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

30c. DATE

BY

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Provide all labor, materials, supervision, tools and equipment necessary for general repairs and alterations to Government owned and leased facilities within the states of GA, AL, MS, TN, and N. FL. This will be an indefinite delivery indefinite quantity construction contract(s) with the ability to perform associated design services for construction projects ranging from approximately \$1,000.00 to \$5,000,000.00. Any contract(s) awarded under this solicitation will be for a one year period with four one year options.</p> <p>GENERAL CONSTRUCTION SERVICES FOR THE STATES OF GA, N.FL, AL, TN, AND MS. THE GUARANTEED MINIMUM IS \$1,000.00. THE YEARLY CONTRACT MAXIMUM IS \$1,000,000.00.GENERAL CONSTRUCTION SERVICES FOR THE STATES OF GA, N.FL, AL, TN, AND MS. THE GUARANTEED MINIMUM IS \$1,000.00. THE YEARLY CONTRACT MAXIMUM IS \$5,000,000.00.</p>	0.00	EA	NTE _____	NTE _____
0002	<p>GENERAL CONSTRUCTION SERVICES FOR THE STATES OF GA, N.FL, AL, TN, AND MS. THE GUARANTEED MINIMUM IS \$1,000.00. THE YEARLY CONTRACT MAXIMUM IS \$5,000,000.00.</p>	0.00	EA	NTE _____	NTE _____
0003	<p>GENERAL CONSTRUCTION SERVICES FOR THE STATES OF GA, N.FL, AL, TN, AND MS. THE GUARANTEED MINIMUM IS \$1,000.00. THE YEARLY CONTRACT MAXIMUM IS \$5,000,000.00.</p>	0.00	EA	NTE _____	NTE _____
0004	<p>GENERAL CONSTRUCTION SERVICES FOR THE STATES OF GA, N.FL, AL, TN, AND MS. THE GUARANTEED MINIMUM IS \$1,000.00. THE YEARLY CONTRACT MAXIMUM IS \$5,000,000.00.</p>	0.00	EA	NTE _____	NTE _____
0005	<p>GENERAL CONSTRUCTION SERVICES FOR THE STATES OF GA, N.FL, AL, TN, AND MS. THE GUARANTEED MINIMUM IS \$1,000.00. THE YEARLY CONTRACT MAXIMUM IS \$5,000,000.00.</p>	0.00	EA	NTE _____	NTE _____

SPECIFICATION  
AND  
BID FORMS

PROCUREMENT BY NEGOTIATION - NOT TO BE PUBLICLY OPENED - TOTAL SMALL BUSINESS SET-ASIDE

PROJECT: MULTIPLE AWARD INDEFINITE  
QUANTITY TERM CONSTRUCTION CONTRACT FOR THE STATES OF GEORGIA, ALABAMA, MISSISSIPPI,  
TENNESSEE, AND N. FLORIDA

VOLUME: I OF I

NAISC CODE: 236220

DEADLINE FOR NOVEMBER 25, 2005  
RECEIPT OF PROPOSAL: 3:00 PM LOCAL TIME

SOLICITATION NO: GS-04P-05-EXD-3007

ISSUE DATE: 10/25/2005

Site visit/pre-proposal conference at the Vance Federal Building/Courthouse, located at 1800 5th Avenue North, Birmingham,  
AL 36203, at 10:30 am, November 9, 2005

PROPERTY OF THE UNITED STATES GOVERNMENT FOR OFFICIAL USE ONLY  
PROPERLY DESTROY DOCUMENTS WHEN NO LONGER NEEDED

GENERAL SERVICES ADMINISTRATION

GSA FORM 1118 (Rev. 1.76)

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\* STANDARD FORM 527 CONTRACTOR'S QUALIFICATIONS AND  
FINANCIAL INFORMATION

U.S. DEPARTMENT OF LABOR WAGE DETERMINATION

SECTION 00100 INSTRUCTIONS, CONDITIONS AND NOTICE TO BIDDERS

\*SECTION 00600 REPRESENTATIONS AND CERTIFICATIONS

SECTION 00700

CONSTRUCTION CONTRACT CLAUSES

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

ELECTRONICALLY  
DISTRIBUTED

ADDITIONAL SPECIFICATIONS AND  
DOCUMENTS

ATTACHMENT 1 TO SF1442 # SOLICITATION, OFFER AND AWARD, DEMONSTRATION PROJECT FOR SOLICITATION  
GS-04P-05-EXD-3007 # INDEFINITE DELIVERY-INDEFINITE QUANTITY CONTRACT FOR GA, AL, MS, TN AND N.FL

DIVISION  
DESCRIPTION

01  
GENERAL REQUIREMENTS  
\$

02  
SITE WORK  
\$

03  
CONCRETE  
\$

04  
MASONRY  
\$

05  
METALS  
\$

06  
WOOD AND PLASTICS  
\$

07  
THERMAL AND MOISTURE PROTECTION  
\$

08  
DOORS AND WINDOW  
\$

09  
FINISHES  
\$

10  
SPECIALTIES  
\$

11  
EQUIPMENT  
\$

12  
FINISHINGS  
Include Allowance Pricing  
\$

13  
SPECIAL CONSTRUCTION  
\$

14  
CONVEYING SYSTEMS  
\$

15  
MECHANICAL  
\$

16  
ELECTRICAL  
\$

TOTAL PROPOSED PRICE  
\$

#### NOTICE TO OFFERORS

This solicitation will accomplish: (1) Selection of up to four (4) Offerors for a Stand Alone Indefinite Quantity Indefinite Delivery (IDIQ) Construction Contracts for repair and alterations including design-build work in Government owned and leased facilities throughout the States of GA, AL, MS, TN and N. FL for a base year and four one-year options; and (2) Select a single offeror to accomplish the "seed" project: Second and Third Floor Renovations and Alterations at the Robert S. Vance Federal Building and Courthouse, Birmingham, Alabama as described in the specifications and drawings.

The seed project is being used as the basis for evaluating and selection of up to four awardees of the IDIQ contracts. The evaluation will result in the award of the seed project to the overall "Best Value" Offeror as the first delivery order under the resulting IDIQ contracts.

There will be a site visit/pre-proposal conference at the Vance Federal Building/Courthouse, located at 1800 5th Avenue North, Birmingham, AL 36203, at 10:30 am, November 9, 2005

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA FAX OR ELECTRONIC MAIL TO 404-331-7063 ATTN: PAULA MENSAH OR PAULAL.MENSAH@GSA.GOV. QUESTIONS MUST BE RECEIVED 5 DAYS PRIOR TO PRE-PROPOSAL TO ALLOW THE GOVERNMENT ADEQUATE RESPONSE TIME.

#### NOTICE TO OFFERERS

The General Services Administration, Southeast Sunbelt Region, intends to enter into a maximum of four (4) firm, fixed price, indefinite delivery, indefinite quantity, stand alone task order contracts for General Construction/Design Build in the States of Georgia, Mississippi, Tennessee, Alabama and N. Florida.

The Multiple locations include the following counties of Georgia: Fulton, Richmond, Greene, Chatman, Bibb, and Dade. Florida: Leon, Mobile, Baldwin. Alabama: Augusta, Montgomery, Jefferson. Tennessee: Knoxville, Chattanooga, Clarksville. Mississippi: Jackson, Hattiesburg. Additional counties may be applicable.

This solicitation is being procured in accordance with FAR 15.1, Source Selection Processes and Techniques, using "best

value" procedures. Best value allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. For this procurement, technical quality is more important than cost or price. When technical proposals are evaluated as essentially equal, cost or price may be the deciding factor.

The Government will evaluate technical proposal submissions to establish those considered "technically competitive." Those proposals considered technically competitive will be evaluated relative to cost and price. Teaming arrangements in accordance with the applicable size standards for this procurement are permitted.

Offerors should submit proposals that are acceptable without additional explanation or information, as the Government may make a final determination regarding proposal acceptability solely on the basis of the initial proposal submitted.

The Government will evaluate all proposals. Two factors will be considered, a technical evaluation factor and price. The elements that make up the technical evaluation factor, in order of importance are:

- a. Experience and Qualifications
  - b. Experience of Key Personnel as members of the design-build team
  - c. Past Performance on similar projects
- d. In-house Capacity to perform design-build as both design agent and general construction contractor
- e. Management Plan

Evaluation of the price proposal will be based on the realism and reasonableness of the proposed price for the Seed Project.

NOTE: A PRE-PROPOSAL CONFERENCE WILL BE HELD ON NOVEMBER 9, 2005 @ 10:30AM @ THE VANCE FEDERAL BUILDING/COURTHOUSE, BIRMINGHAM, AL 36203.

PLEASE SUBMIT ALL QUESTIONS REGARDING THIS PROCUREMENT IN WRITING TO PAULA L. MENSAH, CONTRACTING OFFICER @ PAULAL.MENSAH@GSA.GOV OR FAX TO 404-331-7063. QUESTIONS MUST BE SUBMITTED AT LEAST TEN (5) DAYS PRIOR TO THE PRE-PROPOSAL CONFERENCE.

## SPECIAL CONDITIONS

### 1. Summary of Contract Conditions.

The purpose of this contract is to establish terms and conditions upon which the Contractor(s) will provide repairs and alterations including design-build to Government owned and leased space in various buildings within the States of Georgia, Alabama, Mississippi, Tennessee and N. Florida under task orders issued by the Contracting Office and Designated Ordering Officials. The scope of services includes renovations, preparation of contract documents sealed by registered professions for design-build purposed within their areas of expertise and the construction thereof; general construction services including wall partition construction, modification and alteration of floor and wall mounted telephones, signal, and power outlets to be included in the modification of associated conduit, surface mounted raceway, and various under floor duct systems; installation of new and the alteration of existing power panels; carpet and carpet tile installation; painting; HVAC duct work modification and repair; door, door frame, and door set hardware installation; installation of various wall coverings and draperies; communications cabling; grid ceiling and lighting installation and modification; modification of existing building fire sprinkler systems; and other such related work which would be outlined in delivery order and job drawings. Provide design and/or construction related to architectural; structural, civil geotechnical, mechanical, and electrical engineering; hazardous material identification, abatement and monitoring; landscape architecture; elevator, and security planning/design; interior design; life safety/fire-protection; historic preservation requirements; and the checking of shop drawings/materials. The services required for design (in whole or part) is for renovation/alteration projects with design-build requirements.

1.1. Multiple Stand Alone Indefinite Quantity Indefinite Delivery (IDIQ) Construction services contract will be awarded. An IDIQ provides for the furnishing of an indefinite quantity, with stated limits, of certain services during a specified time period. As projects become available, they will be bid to single or multiple Contractor(s). Projects will be awarded to the responsible offeror by placement of a task order. The task order shall include all materials, labor and equipment required to perform the work described in the plans and specifications.

1.2. Location of Work. Projects awarded under task orders may be performed in any Government-owned building or Government leased space throughout the States of Georgia, Alabama, Mississippi, Tennessee and N. Florida.

1.3. Length of Contract. The IDIQ Contract will consist of a one-year base period beginning with the receipt of the Contractor's Notice to Proceed. Task Orders may be placed beginning on the first day after the Contractor's receipt of the Notice to Proceed through the expiration date of the IDIQ Contract.

1.4. Options. The Government reserves the right to unilaterally extend the term of this contract by one year by giving written notice to the contractor within 60 days before the contract expires. If the Government exercises this option, all terms and conditions of the base contract shall apply throughout the extended period of performance. This contract includes four (4) one-year options to extend the term of the contract for a total of five (5) years should the Government choose to exercise all the options.

1.5. Estimated Total. The maximum order limitation for each Contractor under this multiple award IDIQ contract is \$5,000,000 per year. The total value of orders placed with each Contractor shall not exceed 50% of the maximum order limitation.

1.6. Guaranteed Minimum. The guaranteed minimum quantity of work the Government intends to order for the initial year is \$2,500.00 for each selected firm; however, the contractor must have submitted proposals on at least 50% of the solicitations presented for competition.

1.7 Working and non-working hours. The work may be performed during normal working hours (6:00 a.m. to 6:00 p.m.) or during non-working hours as specified in each task order.

1.8. Completion Schedule. To be specified by each task order.

## 2. DEFINITIONS.

2.1. General Explanation. A substantial amount of specification language consists of definitions for terms found in other contract documents, including drawings. (Drawing must be recognized as requirements thereon). Certain terms used in contract documents are defined in this article. Definitions and explanations contained in this section are not necessarily complete or exclusive, but are general for the work to the extent that they are not stated more explicitly in another element of contract documents.

2.2. Contracting Officer's Representative (COR). A COR is a Government employee authorized in writing, by name and position title, to represent the Contracting Officer in the administration of a contract. The Contracting Officer's letter of delegation shall contain specific information as to the extent to which the COR may take action for the Contracting Officer, and shall set forth all other responsibilities, authorities and limitation associated with the delegation.

2.3. Ordering Official. The Ordering Official is an employee of GSA who has been authorized in writing by the Contracting Officer to place delivery orders against GSA Indefinite Quantity contracts. An ordering official shall receive a letter of delegation from the Contracting Officer that outlines responsibilities, authorities and limitation.

2.4. Task or Delivery Order. A Task or Delivery Order is an instrument for ordering construction services against this contract. It is usually issued on a GSA Form 300.

## 3. Bonds and Insurance

3.1. Bonds. Performance and payment bonds will be required on an individual task order basis in accordance with FAR 26.102. The Notice to Proceed will not be issued until acceptable bonds and certificates of insurance have been received by the Ordering Official or Contracting Officer.

3.2. Far clause 52.228-5, "Insurance - Work on a Government Installation" applies. The coverage's specified below, pursuant to subpart 28.306 of the federal acquisition regulation (far), are the minimum insurance required.

NOTE: THE GENERAL LIABILITY COVERAGE REFERENCED IN THE  
PARAGRAPH (b) BELOW MUST NAME "THE UNITED STATES  
OF AMERICA, ACTING BY AND THROUGH THE GENERAL SERVICES ADMINISTRATION" AS AN  
ADDITIONAL INSURED.

### (a) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be



required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) GENERAL LIABILITY

The contractor shall provide bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence and \$50,000 per occurrence for property damage.

(c) AUTOMOBILE LIABILITY

The contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

NOTE: THE FOLLOWING PARAGRAPHS APPLY ONLY IF HAZARDOUS  
REMOVED, TRANSPORTED OR DISPOSED OF.

MATERIALS ARE

(d) POLLUTION LIABILITY INSURANCE.

Hazardous Material shall mean any hazardous or toxic substance or waste as defined in any environmental law, regulation, rule, ordinance, by-law, order or determination of any governmental or judicial authority at the federal, state, or local level applicable to the relevant site. It includes, but is not limited to, any petroleum or petroleum product, asbestos, polychlorinated biphenyls (PCB's), contaminated equipment, and underground and aboveground storage tanks and the contents thereof.

The contractor shall provide to GSA the scheduled insurance coverage described below, without exclusion, for liabilities arising out of the removal and transportation of hazardous materials. All insurance shall be provided to GSA by the contractor or its subcontractor performing the work and name GSA as an additional insured and certificate holder.

The coverage shall be a minimum of \$1,000,000.00 per occurrence for all projects. If the contractor provides sufficient written proof to the Contracting Officer that occurrence coverage is not available from the insurance industry for the required coverage but is available on a claims made basis, then such coverage shall begin on the date of the contract award and shall survive for a minimum of three (3) years following the date that the last of any hazardous materials were removed, transported, disposed of and/or deposited at an appropriate EPA licensed facility. If insurance is available from the insurance industry on an occurrence basis, coverage shall survive the period of performance of this contract and beyond until such time as is reasonable that a claim might arise out of the work performed, such period of time being no less than seven (7) years. Additionally, all insurance coverage shall survive until all hazardous materials are disposed of in an ultimate EPA licensed disposal facility, including an incinerator, and until all federal, state and local environmental requirements have been complied with, whether such compliance is the obligation of the contractor, its subcontractor, GSA or other third parties. All disposal facilities shall provide GSA written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$1,000,000.00, which covers all claims arising from the disposal facilities' handling and storage of the hazardous materials. Pollution liability insurance for the transportation of the hazardous material may be carried by the transporter with limits not less than \$1,000,000.00 per occurrence and, unless otherwise waived in writing by the Contracting Officer, shall name GSA and the contractor as additional insured.

#### 4. METHOD OF PLACEMENT OF ORDERS

Individual Task Orders will be issued as requirements occur. These orders will specify the work to be performed. The Contracting Officer/Ordering Official will make a determination as to whether non-price related factors will be considered in the placement of orders. Non-price evaluation factors which may be considered in placing an order with a particular awardee may include but are not limited to past performance or earlier tasks under this contract, quality of deliverables, cost control, price, cost or other factors that the Contracting Officer or Ordering Official believes are relevant to the award of a task order to an awardee under contract.

The placement of an order may be based on competition among the awardees or on a sole-source base. The Contracting Officer or Ordering Official will request a quote or quotations to accomplish the requirement(s) from the awardee(s).

The Government reserves the right to perform work of the same type covered in this contract, with its own forces, other contracts, or by other means. Such actions shall not be in violation of this contract, and shall not be considered as termination in whole or in part of any part of this contract.

## 5. ADDITIONAL REQUIREMENTS FOR ORDERS THAT CONTAIN LIMITED DESIGN REQUIREMENTS

### 5.1. Scope of Design Services

Limited Design and planning may include but is not limited to developing a scope of work, preparing construction documents, and/or providing client space planning services as required to perform any type of tenant fit-up/build-out of space alterations to GSA and other federal agencies for Government owned and leased facilities. GSA technical requirements above the normal standard commercial practice and private sector building codes will be clearly identified in each individual request for quotations.

The services required for design (in whole or part) is for renovation/alteration projects with design-build requirements. All services provided by the A-E under this Contract shall be considered as either "Basic" or "Other". Design Services are those services directly related to the production of working drawings, specifications, and cost-estimates. The total amount that is paid for contract services for producing and delivering the designs, plans, drawings and specifications must not exceed 6% of the estimated construction cost (ECCA) of the particular project or part of a project.

### 5.2. 552.227-71#Drawings and Other Data to Become Property#of#Government (May#1989)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the #person for whom the work was prepared# for the purpose of authorship in any copyrightable work under Section#201(b) of Title#17, United States Code.

With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three#years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of works beyond such period.

## 6. PROCESSING TASK ORDERS.

6.1. Each task order shall be considered for all contract requirements such as scope of work, performance time, payments, and otherwise provided, that the requirements are in accordance with the terms and conditions of this contract.

Each contract Task Order will have its own price and performance period which may extend past the expiration date of the current basic contract effective period; however, a completion date must be established at the original execution of each contract Task Order. Outstanding contract Task Orders will be performed at the rates/pricing that correlates to the applicable basic contract period(s) in effect for their duration. Modifications to contract Task Orders are controlled by the "Changes" clause as to work requirements and equitable pricing adjustments. The total amount of all work required might not exceed the maximum contract price for the respective Base or Option Period in which it is ordered.

6.2. Contract Number: Each task order shall reference this contract number.

6.3. Start and Completion Date: Each task order shall specify the start and completion date of the work. The number of days for completion shall be specified in the summary of contract conditions.

6.4. Written Task or Delivery Order. No work shall be performed under this contract until a written task order has been issued in accordance with the terms of this contract and acceptable bonds and insurance received. For the purposes of this contract, a task order shall be deemed to be #issued# at the time the Government deposits the order in the mail.

6.5. Location of Work. Each task order shall give the exact location of the work, including room number where applicable.

6.6. Normal Working Hours. The task order shall specify if the work is to be done during normal working hours or during non-working hours. If the Government permits the Contractor to work during normal working hours and the Contractor elects to perform the work during non-working hours, additional compensation will not be provided to the Contractor.

6.7. GSA Form 300, Order for Supplies and Services. GSA ordering officials shall use GSA Form 300 for initiating task orders. Ordering officials shall provide copies of all task orders and any subsequent amendments to the Administrative Contracting Officer.

6.8. Exceed Estimated Contract Amount. GSA shall keep record of the amount of all task orders placed against the contract. When the total amount of task orders are anticipated to exceed 50% of the estimated total amount of the contract, depending upon the dollar volume of anticipated requirements during the remaining period of the contract, the Contracting Officer may

make a determination to initiate and award a new contract by issuance of a supplemental agreement. Individual orders in excess of the maximum ordering limitation shall be reviewed by the Regional Counsel.

#### 6.9. Authority to Issue Orders.

a. The following identified personnel are authorized to issue contract Task Orders under this contract:

(1) The Contracting Officer for this contract, and other contracting officers of Region IV, GSA-PBS who possess appropriate Warrents.

(2) The Contracting Officer's Representatives (COR/PO) of Region IV, GSA-PBS as designated and and authorized within their specified limitations.

#### 7. REPORT OF DELIVERY ORDERS.

7.1. Each Contractor under this IDIQ contract shall furnish a monthly report listing all task orders including amendments received under the contract during the reporting month with the dollar value of each order or change.

7.2. Such reports shall be submitted on the Contractor's own letterhead and forwarded within 10 working days after each reporting period to:

General Services Administration  
Attn: PAULA MENSAH  
Real Estate Design and Construction (4PGB)  
401 W. Peachtree Street, Suite 2500  
Atlanta, GA 30308

7.3. A reporting period shall be at the end of each calendar month, whether or not the contract is in force for the full month. If no orders are received during a reporting period, a negative report shall be submitted. Reports shall continue until all work orders under this contract is complete and accepted by the ordering agent.

#### 8. PRECONSTRUCTION CONFERENCE AND TASK ORDER MEETINGS.

Before any of the work within the scope of a task order is started, the Contractor shall confer with the COR and Building Manager to discuss such issues as: Government policies and procedures that are to be observed at the work site; develop a mutual understanding concerning administration of the task order; to make provisions for the Contractor's use of Government equipment and facilities; agree on a sequence of procedures; describe means of access to premises and building; delivery of materials and use of approaches; obtaining security clearances for Contractor's personnel; entrances and exits the Contractor is allowed to use; staging of dumpsters and Contractor's other equipment; parking for Contractor's vehicles; etc.

#### 9. USE OF BUILDING FACILITIES.

9.1. Utility Services of the building may be used in accomplishing work under this contract. Toilet facilities are available on the site and may be used by the workmen subject to agreement reached with the Building Manager prior to beginning work.

9.2. Elevator Use. Any temporary use of an existing elevator shall be by arrangement with the Building Manager and subject to his controls. Suitable and adequate protective covering for the elevator machinery, the hatchway entrances, and the interior of the elevator shall be provided during the period of temporary use. Loads in excess of the rated capacity of the elevator will not be permitted. The Government will bear the cost of electric current for the operation of the elevator. On completion of the work, the Contractor shall remove the protective coverings together with any resultant dirt and debris, and leave the equipment in a condition equal to that in which he found it.

9.3. Moveable furniture office fittings, etc. and all equipment (other than mechanical equipment) shall remain the property of the Government and be re-located as required or stored where directed, include but are not limited to: furniture; built-in furniture; metal shelving; bookcases; desk and bracket fans; moveable office partitions; counters and contents; directional signs; lighting fixtures; grills and screens; doors and hardware; windows; and drinking fountains.

9.4. Safety Barricades. The Contractor shall provide safety barricades in accordance with the requirements of applicable municipal ordinances and codes. Barricades shall be removed upon completion of the project in accordance with local

ordinance and to the satisfaction of the Building Manager.

9.5. Any special hazardous operations relating to the public, building occupants or property, as welding, burning, spray painting, storage of flammables, etc., shall be discussed with the Government Representative prior to proceeding.

9.6. All Government furnished materials will be delivered to dockside at the building where the work is to be performed. Contractor is responsible for transportation of the Government furnished materials from dockside to the actual construction location in the building.

9.7. Construction materials and items of mechanical and electrical equipment that are removed and not reused under the task order shall become the property of the Contractor. Materials removed and not reserved as property of the Government and not reused in the work shall be removed from the site by the Contractor. Storage or sale of excess salvable equipment on the site will not be permitted.

9.8. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and tenant personnel.

9.9. The work shall, so far as is practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions are begun.

9.10. The premises will generally be occupied during the performance of the work under this contract.

9.11. The use of impact tools for cutting concrete or for installation of inserts and the use of power-actuated tools will not be permitted in occupied office buildings during Government working hours. Impact tools and power-actuated tools may be used during non-working hours only with written permission of the Contracting Officer's Representative (COR) under each task order.

9.12. The Contractor shall provide adequate protection for all parts of the building, contents and occupants wherever work is being performed. Furniture, office fixtures and carpets shall be moved as necessary for proper performance of the work, stored on the premises, protected and properly placed. All moving operations shall be as directed by the Building Manager and will be so conducted as to cause minimum interference with Government operations.

9.13. The Contractor shall provide dustproof enclosures or partitions for protection where dusty or dirty work is performed. Debris shall be dampened when removed to avoid dusting.

9.14. Any item of furniture or office fixture damaged by the Contractor's personnel shall be replaced and repaired by the Contractor to the condition they were in at the time the Contractor started work in the room or space, at Contractor's expense.

9.15. All debris shall be removed daily and premises left neat and clean after each work shift so that Government operations may precede the next regular work day without interruption. Debris interfering with Government business shall be removed within two hours of the Building Manager's or COR's request. Failure to do so may result in debris removal by Government employees or other contractors and charged to the IDIQ Contractor.

9.16. The Contractor shall use rubber-tired vehicles for conveying materials inside buildings and provide temporary covering when necessary to protect floors.

9.17. No materials shall be thrown from windows or doors of buildings.

## 10. FIRE PROTECTION.

10.1. Every precaution shall be taken by the Contractor to prevent fire by any cause. The Building Manager will assign space for the storage of materials and equipment, and except for combustible and flammable materials. They shall be kept in the space assigned. The Contractor shall provide suitable metal receptacles with lids outside the building in which he shall place all flammable and combustible material at the close of each workday. When the Contractor is working above ground floor in a multi-story building, he may locate a flammable locker on the floor where the work is to be done. All flammables will be placed in this locker at the close of each workday and the locker shall be locked.

10.2. Fire protection or alarm systems shall be protected and maintained at all times. Where alteration work requires temporary interruptions of fire protection or alarm systems, prior approval shall be secured from the Contracting Officer and

shut down time shall be as short as possible.

## 11. NOISE CONTROL.

11.1. Equipment to be employed on site shall not produce a noise level exceeding the following limits in db (A) at a distance of 50 feet from the equipment under test:

Equipment	db(A)
Material Handling Crane	83
Derrick	88
Stationary Pumps	76
Generators	78
Compressors	81
Impact Pneumatic Tools	86
Other, such as Saws	78

11.2. The Contractor shall comply with all applicable state and local laws, ordinances, and regulations relative to noise control.

11.3. Stationary equipment may be provided with acoustical enclosures to provide the required sound attenuation subject to continued maintenance of such enclosure to assure that maximum sound levels specified are not exceeded.

11.4. Where field sound measurements reveal sound levels exceeding those listed above, the Contractor shall cease operating such equipment and repair or replace it with equipment complying with these sound levels.

12. Existing work shall be cut, drilled, altered, removed or temporarily removed and replaced as necessary for performance of work under this contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings, without authorization of the COR. Work remaining in place that is damaged or defaced during performance of work shall be restored to the condition existing at time of placement of the task order. Work out of alignment when exposed by removal of existing work shall be called to the COR's attention.

13. Inspection of Sites or Buildings. It is the bidder's responsibility to ascertain possible conditions at the site, including such things as elevator size and capacity, existing building materials and components, etc.

14. Inspection, Contract Completion. Notification of completion and request for inspection of work shall be required for each task order.

15. New Work. Unless otherwise noted or specified on the task order, new work in extension of existing conditions shall correspond in all respects with that to which it connects, or to similar existing conditions, in materials, workmanship and finish.

16. Equipment on the Site. Equipment and furnishings shall remain in place within the area of contract operations and shall be covered and protected against damage or loss. Equipment that is removed in performance of work under the contract shall be stored on the premises where directed, or shall be reused in work as required by drawings and specifications. Equipment temporarily removed shall be protected, cleaned and replaced equal to its conditions prior to starting work under the task order. Security for equipment or material that is to be reused for temporary storage shall be the sole responsibility of the Contractor.

17. Submittals. Submission shall be made to the designated COR. Contractor shall submit samples or shop drawings (including manufacturing data) for items not listed herein, upon request by the COR. Contractor shall submit shop drawings and/or manufacturer's specifications and data for each of the following items: all materials for stud partitions including doors and hardware base; demountable partitions; metal partitions; anchors and fasteners; paint; floor and ceiling tile; carpet; all electrical items; ductwork; diffusers; and floor plans or sketches affecting space assignment.

18. Superintendence by the Contractor. The prime contractor shall insure that knowledgeable and experienced superintendent or project manager is maintained on a full time basis at the job site by his own foreman as well as subcontractors until all work under the task order is completed, including acceptance of all work necessary to correct deficiencies and omissions discovered during final inspection. No change of superintendent will be allowed without prior approval of the Contracting Officer. Declaration by the Government of substantial completion of the project does not void the requirements of FAR 52.236-6, Superintendence by the Contractor.

19. Clean Up and Environmental Protection. The Contractor shall provide daily broom-sweep clean up and removal of all debris and trash from the area of work leaving it in a neat, clean condition after each work shift. The Contractor shall perform the necessary tasks to ensure that the Government's day-to-day business proceeds without interruption and shall provide the

safety precautions necessary to protect the public's interest. It shall be the responsibility of the Contractor to provide for trash, debris and rubbish removal and to make arrangements with the GSA Field Office Manager for a mutually agreeable schedule. Final cleanup after completion of work must occur before authorization of final payment. The Contractor shall remove all unused or partially used construction materials, equipment, debris, rubbish and garbage from the building. Burning of refuse shall not be permitted on the site. All trucks leaving the site with loose debris shall be loaded in a manner that will prevent dropping of materials on streets and shall have suitable tarpaulin fastened over the load before they enter surrounding paved streets. The Contractor shall conform to all local regulations regarding load limits. All supplies and equipment on project site shall be stored in such a manner to preclude mechanical and climatic damage. Site shall be maintained in a neat and orderly manner as to further minimize hazards to personnel, supplies and equipment.

## 20. PAYMENT ON DELIVERY ORDERS

20.1 Payments shall be made pursuant to the payment terms provided under the Construction Contract Clauses including Progress Payments and the General Conditions. All requirements relating to payments herein apply individually to each delivery order issued.

20.2. Normally, a single payment for all work performed for each delivery order will be made upon formal inspection and acceptance. However, the Contractor may be entitled to progress payments as the work proceeds. Consequently, were the time for completion of the work to be performed exceeds one month or when unanticipated delays occur, a progress payment to the Contractor may be issued.

20.3. An executed Release of Claims, GSA Form 1142, shall be required prior to final payment for work performed, completed and accepted, under each delivery order. GSA Form 2419, Certification of Payment to Subcontractors and Suppliers, and all certified payrolls must be submitted prior to approval of final payment.

### 20.4 Progress Payments

A. Progress payments are authorized under this contract.

For progress payments, payments shall be made within 14 calendar days after the approval by the Contracting Officer of the amount of the payment due to the Contractor. The term "progress payments," as used herein, signifies payments made as work progresses under the contract, upon the basis of costs incurred, of percentage of completion accomplished, or of a particular stage of completion, as provided for under the clause, Payment to Contractor. As used herein this term does not include payments for partial deliveries accepted by the Government under this contract, or partial payments on contract termination claims.

For partial payments for complete delivered items of property or services, payment shall be made within 14 calendar days after acceptance of the property or services. The terms "partial payments," as used herein, means payments made under the contract for property delivered and accepted or services rendered and accepted, where such property or services are only a part of the total contract requirements.

For final payment, payment shall be made 30 calendar days after the completion and acceptance of all work and the presentation to the Contracting Officer of both a properly executed voucher and a release of all claims against the Government, relating to this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

## B. PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEPT#2002) IS APPLICABLE.

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if#

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph#(c) (4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that#

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter#39 of Title#31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor#s performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the #unearned amount#), the Contractor shall#

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph#(j) of this clause) equal to interest on the unearned amount from the 8th#day after the date of receipt of the unearned amount until#

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10#percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as#

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph#(e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after#

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor#s claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of#1940 (31#U.S.C.#3727 and 41#U.S.C.#15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80#percent on work accomplished on undefinitized contract actions. A #contract action# is any action resulting in a contract, as defined in FAR#Subpart#2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31#U.S.C.#3903(c) (1), the amount payable under paragraph#(d) (2) of this clause shall be#

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of

such bills prior to the date the Contractor receives the unearned amount; and  
(2) Deducted from the next available payment to the Contractor.

## 20. INSPECTION AND ACCEPTANCE OF WORK.

20.1. The COR with the assistance of the Ordering Official, Project Manager, COR or Building Manager shall be responsible for ensuring that the Contractor performs all work in accordance with all task order terms and specifications. At no time will the COR supervise contract employees. First line supervision and inspection by the Government shall not relieve the Contractor of that responsibility.

20.2. The COR/PM shall be responsible for ensuring the required inspections of the work performed under provisions of the task order are made and that the work meets all the requirements of the contract.

20.3. Ordering Officials shall be responsible for ensuring that the work completed under their respective orders is inspected to ensure that materials and workmanship have been provided in accordance with the terms of the contract and that approved supplies or equipment have been used. The individuals performing the inspection shall prepare a written report using GSA Form 220, GSA Form 300 or other GSA approved inspection document. Final payment shall not be made until the inspection is complete and all deficiencies and punch list items corrected.

20.4. The individual who initiates the order shall not inspect and accept the work. The person who inspects the work shall sign the applicable inspection or receiving report. When preparing the GSA Form 220, GSA Form 3025 or other approved inspection report forms, the inspector shall reflect all significant events of the inspection in narrative form including but not limited to delays encountered, status of work, and adequacy of the Contractor's workforce, corrective actions taken, and general conditions of the work. The inspection report shall be signed and dated by the COR or inspector, and the original and one copy shall be furnished to the designated ordering official, or Contracting Officer. Any unsatisfactory work or omissions noted and not corrected shall be listed on GSA Form 2480, List of Defects and Omissions or equivalent and furnished along with the inspection report. The ordering official shall require the Contractor to correct the deficiencies. If a resolution cannot be reached at this level, the matter will be referred to the Contracting officer's Technical Representative for resolution and in turn, to the Contracting Officer if not resolved at the COR Level.

## Additional Instructions, Conditions and Notices to Bidders

### 1. Submitting a Proposal

A. Technical Proposal: This package shall include information which addresses the factor other than price and which will be considered in making an award. These factors are listed in order of importance in the solicitation. The contents of the technical proposal shall consist of the items in the order and format as stated. Teaming and/or Joint Venture arrangements are permissible in response to this acquisition. All firms submitting a proposal must meet the small business size standards applicable to this acquisition in order to be considered for award.

### 2. Method of Evaluation and Award

The approach to selection of contractors for this procurement will be in accordance with FAR 15.1, Source Selection Processes and Techniques, using "best value: procedures. Best value allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. For this procurement, a technical rating is more important than cost or price. As technical proposals become more equal in their ratings, cost or price becomes more important. Technical proposal will be evaluated in accordance with the following factors listed in descending order of importance:

- a. Experience and Qualifications
- b. Experience of Key Personnel as members of the design-build team
- C. Past Performance on similar projects
- d. In-house Capacity to perform design-build as both design agent and general construction contractor
- e. Management Plan



Evaluation of price will be based on the realism and reasonableness of the proposed price for the demonstration project specified herein.

### 3. Proposal Submission Requirements

A. General. The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals so that proposals are complete, contain all essential information, and can be evaluated equitably. The proposal shall be limited to (75) pages on 8.5 by 11 standard papers, single spaced, with a character size of 12, excluding the list of contract references and required forms and certifications. Technical proposals should be neat, orderly, and address satisfactorily, all solicitation requirements. Simply repeating or paraphrasing the Description of Work is not acceptable.

#### B. Submission and Contents of Proposals.

##### a. Technical Proposal

Offertory shall submit three (3) copies of the technical proposal prepared in accordance with the solicitation requirements. The technical proposal shall not contain any pricing information. The technical proposal shall consist of four (4) separate parts, individually entitled in the following order:

##### 1. Experience and Qualifications

A. Experience, Qualifications and Reputation. The offeror shall address the firm's experience in performing work similar to that described in the solicitation and demonstration project. At a minimum, the offeror shall demonstrate experience in performing:

(1) At least TWO (2) CONSTRUCTION PROJECTS (INCLUDING BUT NOT LIMITED REPAIR AND ALTERATIONS) within the past 3 years or is currently performing satisfactorily on at least TWO (2) CONSTRUCTION PROJECTS whose dollar amounts are in excess of \$1,000,000

AND

(2) At least ONE (1) DESIGN- BUILD CONSTRUCTION PROJECT (INCLUDING BUT NOT LIMITED REPAIR AND ALTERATIONS) within the past 3 years or is currently performing satisfactorily on at least ONE (1) DESIGN-BUILD CONSTRUCTION PROJECT whose dollar amount is in excess of \$500,000.

Projects must demonstrate that offeror has experience in both general construction and design-build services to be considered in the competitive range. Offerors that do not meet this minimum requirement will be rated accordingly.

Submit the following information for all contract locations:

- (1) Location and type of construction
- (2) Dollar amount of contract.
- (3) Description of construction including square footage, types of space, and special requirements provided under the contract.
- (4) Name, title and telephone number of client contact.

##### 2. Experience of Key Personnel as members within the design-build team:

The offeror shall identify key personnel and principals proposed to perform the duties required in the solicitation during all required disciplines and phases of the projects. A resume must be submitted for each. The resume shall include education, number of years experience and description of their duties and responsibilities. Summarize the qualifications, professional designation and other significant background information for key member of the Architect-Engineer Team and Construction Team. Include summarization of relevant Key individual's ability to effectively coordinate and execute both general construction and design services.

NOTE: Substitution of Key Personnel will not be allowed without prior approval by the Contracting Officer or his

Representative. All substitutions MUST have equal or better qualifications and experience than his predecessor.

### 3. Past Performance

Firms past performance will be evaluated based on the information submitted by the offeror as well as information obtained from other sources. The Government intends to check references on the similar contracts. The offeror's past performance must be satisfactory or better. Offerors may provide information on problems encountered on the identified contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, including timeliness, cost control and technical success of project. Offerors with no relevant past performance history or for whom information on past performance is not available will be given a neutral rating. References must be submitted detailing the following:

- (1) Name and type of facility
- (2) Annual dollar amount of contract
- (3) Description of construction services including square footage, types of space, special requirements provided under the contract.
- (4) Name, title and telephone number of client contact.

### 3. In-House capacity to perform design-build

The offeror shall demonstrate in its proposal its ability to perform design and construction services under this contract. Offeror must demonstrate quality of services delivered including on-time construction, accuracy of design in design-build environment and deliverance of a comprehensive service encompassing all aspects of design and construction. Demonstration of firm's ability to provide delivery of services timely, within budget and overall technical success of project(s). Background of firm in performing design/build acting as both the design agent and general construction contractor should be address in proposal.

### 4. Management Plan

The offeror shall describe in general its approach or plan for providing the required services in the solicitation. The offeror must demonstrate that the plan submitted reflects a comprehensive approach in terms of methodology to accommodate the Government's issuing of multiple task orders (ranging in dollar value from \$1,000 to \$5,000,000).

The Management Plan to accomplish work shall at a minimum include:

(1) Quality Control Plan to assure the requirement of the contract will be provided as specified. Include description of quality control system, methods for identifying, correcting and preventing defects in the quality of the planning effort and the identification of authorities and responsibilities of key personnel.

(2) Proposed management and administration.

(3) Proposed coordination plan of multiple disciplines including design team and construction team in a design-build environment.

### c. Price Proposal

The price proposal should reflect detailed cost and pricing data to support proposed price for the Seed Project. The price proposal is required to determine, from the accuracy and completeness of the proposed price, the ability of the offeror, professionally and managerially, to judge the magnitude and scope of the requirements defined in the Statement of Work. The proposed prices will be evaluated for realism of overall proposal value, including reasonableness of price.

Price for Seed Project must include a detailed breakdown by major technical specification categories including design. At a minimum, labor, materials, overhead, profit and payment and performance bonds costs should be included. Attached and made a part of the RFP are drawings and specifications relating to the Seed Project.

The offeror's price will be evaluated based on the overall lump sum price.

#### 4. Award

The Government intends to award up to 4 indefinite delivery - indefinite quantity contracts under this solicitation. Each award will be for one year. There will also be four additional one year options. The Government will make awards to responsible offerors whose offer conforms to the Request for Proposal (RFP) and is most advantageous to the Government, technical factors and cost or price considered. The RFP specified the Government's minimum requirements. Offerors are invited to increase the quantity and quality of services to be provided with their proposals. Offerors are evaluated for award based upon the value of their proposals.

The awards may be made without negotiations of proposal. Therefore, offerors are requested to initially submit proposals to the Government on the most favorable terms from a technical and price standpoint. Technical quality is more important than cost or price. Evaluation of price proposals will be based on the realism and reasonableness of the proposed price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

#### 5. Negotiations

Following the initial submission and review of proposals and if negotiations are necessary prior to award, the Contracting Officer will conduct negotiations/discussions with all offerors considered competitive based on technical evaluation. All proposals will be initially evaluated considering technical factors. Upon completion of technical evaluations, price proposals will be evaluated for each offeror in the established competitive range. Negotiations will be conducted only if necessary and award will be made to the offeror(s) proposing the Best Value from both a technical and price standpoint.

### MULTIPLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT

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NOTE: The section numbers are basically those identified by the four/five digit numbering system in the cost accounting guide of the uniform system for construction specifications. Division and sections of the CSI format applicable under these specifications are included and those not appearing are not applicable. In case of discrepancy between the table of contents and the specification, the specifications shall govern.

#### GENERAL CONDITIONS

#### PAGES

Attachment to Proposal Form  
State Allowances and Unit Prices

#### TECHNICAL SPECIFICATIONS

##### DIVISION 1-GENERAL REQUIREMENTS

01010-Summary of Work	01010-01 # 01010-04
01025-Payment, Modification, and Completion Procedures	01025-01 # 01025-06
01026-Unit Prices	01026-01 # 01026-03
01030-Base Bid and Alternates	01030-01 # 01030-02
01040-Project Coordination	01040-01 # 01040-04
01045-Cutting and Patching	01045-01 # 01045-04
01055-Project Requirements	01055-01 # 01055-05
01090-Definitions and Standards	01090-01 # 01090-03
01250-Contract Modification Procedures/Change Orders	01250-01 # 01250-03
01300-Submittals	01300-01 # 01300-08
01320-Construction Progress Documentation	01320-01 # 01320-06
01400-Quality Control Procedures	01400-01 # 01400-06
01500-Temporary Facilities and Services	01500-01 # 01500-06
01541-Security Regulations	01541-01 # 01541-03

01546-Safety and Health	01546-01 # 01546-04
01610-Materials and Equipment	01610-01 # 01610-05
01630-Product Options and Substitutions	01630-01 # 01630-03
01700-Construction Procedures	01700-01 # 01700-08
01701-Project Closeout	01701-01 # 01701-05
01740-Warranties and Bonds	01740-01 # 01740-03

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### DIVISION 2 # SITE WORK

02125-Site Protection	02125-01 # 02125-03
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### DIVISION 3 # CONCRETE

03542-Transitional Concrete Topping	03542-01 # 03542-04
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### DIVISION 4 # MASONRY

04455-Epoxy Patching Small Cracks and Holes in Marble	04455-01 # 04455-02
04456-Removing and Replacing Damaged Marble Veneer	04456-01 # 04456-04
04900-Restoration Cleaning	04900-01 # 04900-05
04910-Masonry Repointing	04910-01 # 04910-03

### DIVISION 5 # METALS

05400-Cold-Formed Metal Framing	05400-01 # 05400-12
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### DIVISION 6 # WOOD AND PLASTICS

06100-Rough Carpentry	06100-01 # 06100-02
06402-Interior Architectural Woodwork	06402-01 # 06402-09
06650-Solid Surfacing Material (Solid Polymer Fabrications)	06650-01 # 06650-06

### DIVISION 7 #THERMAL AND MOISTURE PROTECTION

07200-Building Insulation	07200-01 # 07200-02
07275-Firestopping	07275-01 # 07275-05
07900-Joint Sealants	07900-01 # 07900-10

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guide of the uniform system for construction specifications. Division and sections of the CSI format applicable under these specifications are included and those not appearing are not applicable. In case of discrepancy between the table of contents and the specification, the specifications shall govern.

#### DIVISION 8 # DOORS AND WINDOWS

08110-Metal Doors and Frames	08110-01 # 08110-03
08212-Panel Wood Doors	08212-01 # 08212-05
08330-Fire Door	08330-01 # 08330-05
08700-Finish Hardware	08700-01 # 08700-08
08800-Glass and Glazing	08800-01 # 08800-04

#### DIVISION 9 # FINISHES

09210-Gypsum Plaster	09210-01 # 09210-10
09260-Gypsum Board Systems	09260-01 # 09260-09
09311-Ceramic Tile	09311-01 # 09311-07
09512-Acoustical Tile Ceilings	09512-01 # 09512-06
09650-Resilient Flooring and Base	09650-01 # 09650-02
09680-Carpet Tile and Rubber Tile	09680-01 # 09680-08
09912-Painting (Professional Line Products)	09912-01 # 09912-17

#### DIVISION 10 # SPECIALTIES

10155-Toilet Compartments	10155-01 # 10155-05
10166-Solid Surfacing Material Toilet Compartments	10166-01 # 10166-05
10440-Signage	10440-01 # 10440-04
10800-Toilet and Bath Accessories	10800-01 # 10800-04
10850-Specialties	10850-01 # 10850-01

#### MULTIPLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT

#### TABLE OF CONTENTS CONSTRUCTION CONTRACT - FIXED PRICE

#### INDEX OF ELECTRONIC SPECIFICATIONS

NOTE: The section numbers are basically those identified by the four/five digit numbering system in the cost accounting guide of the uniform system for construction specifications. Division and sections of the CSI format applicable under these specifications are included and those not appearing are not applicable. In case of discrepancy between the table of contents and the specification, the specifications shall govern.

#### DIVISION 11 # EQUIPMENT

N/A

#### DIVISION 12 # FURNISHINGS

12304-Modular Laminate Casework	12304-01 # 12304-09
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#### DIVISION 13 # SPECIAL CONSTRUCTION

13010-Removal of Asbestos Containing Materials Certificate of Workers Acknowledgement	13010-01 # 13010-16
13020-Lead-Containing Materials	13020-01 # 13020-08
13845-Lighting Controls	13845-01 # 13845-10
13851-Fire Alarm	13851-01 # 13851-16
13915-Fire-Suppression Piping	13915-01 # 13915-06

## DIVISION 14 # CONVEYING SYSTEMS

N/A

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## DIVISION 15 # MECHANICAL

15020-Solid State Variable Frequency Speed Controller	15020-01 # 15020-05
15050-Basic Mechanical Materials and Methods	15050-01 # 15050-11
15055-Motors	15055-01 # 15055-05
15060-Hangers and Supports	15060-01 # 15060-08
15071-Mechanical Vibration and Seismic Controls	15071-01 # 15071-07
15075-Mechanical Identification	15075-01 # 15075-06
15081-Duct Insulation	15081-01 # 15081-10
15083-Pipe Insulation	15083-01 # 15083-13
15110-Valves	15110-01 # 15110-08
15122-Meters and Gages	15122-01 # 15122-09
15140-Domestic Water Piping	15140-01 # 15140-07
15145-Domestic Water Piping Specialties	15145-01 # 15145-04
15150-Sanitary Waste and Vent Piping	15150-01 # 15150-07
15181-Hydronic Piping	15181-01 # 15181-09
15410-Plumbing Fixtures	15410-01 # 15410-07
15725-Modular Indoor Air-Handling Units	15725-01 # 15725-09
15815-Metal Ducts	15815-01 # 15815-11
15820-Duct Accessories	15820-01 # 15820-10
15840-Air Terminal Units	15840-01 # 15840-07
15855-Diffusers, Registers, and Grilles	15855-01 # 15855-04
15975-DDC HVAC Instrumentation and Controls	15975-01 # 15975-37
15990-Testing, Adjusting, and Balancing	15990-01 # 15990-25

### MULTIPLE AWARD INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT

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## DIVISION 16 # ELECTRICAL

16050-Basic Electrical Materials and Methods	16050-01 # 16050-10
16060-Grounding and Bonding	16060-01 # 16060-05

16072-Electrical Supports	16072-01 # 16072-07
16075-Electrical Identification	16075-01 # 16075-06
16080-Electrical Testing	16080-01 # 16080-02
16120-Conductors and Cables	16120-01 # 16120-04
16130-Raceways and Boxes	16130-01 # 16130-09
16139-Cable Trays	16139-01 # 16139-06
16140-Wiring Devices	16140-01 # 16140-06
16410-Enclosed Switches and Circuit Breakers	16410-01 # 16410-07
16420-Enclosed Controllers	16420-01 # 16420-09
16442-Panelboards	16442-01 # 16442-08
16461-Dry-Type Transformers (600 V and less)	16461-01 # 16461-05
16491-Fuses	16491-01 # 16491-03
16511-Interior Lighting	16511-01 # 16511-09
16720-Structural Cabling	16720-01 # 16720-27
16726-Public Address and Music Equipment	16726-01 # 16726-10

General Decision Number: AL030033 03/04/2005 AL33

Superseded General Decision Number: AL020033

State: Alabama

Construction Type: Building

County: Jefferson County in Alabama.

BUILDING CONSTRUCTION PROJECTS (DOES NOT INCLUDE RESIDENTIAL CONSTRUCTION CONSISTING OF SINGLE FAMILY HOMES AND APARTMENTS UP TO AND INCLUDING 4 STORIES).

Modification Number	Publication Date
0	06/13/2003
1	04/16/2004
2	05/07/2004
3	05/14/2004
4	12/24/2004
5	02/04/2005
6	03/04/2005

\* BRAL0001-001 09/01/2004

BLOUNT, JEFFERSON, SHELBY AND ST. CLAIR COUNTIES

Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....\$ 19.00	5.92

\* SFAL0669-001 01/01/2005

Rates	Fringes
Sprinkler Fitter.....\$ 21.25	9.90

SUAL1991-002 10/01/1991

Rates	Fringes
Carpenter CARPENTERS: DRYWALL HANGING, ACOUSTICAL CEILING INSTALLATION &	

BATT INSULATION ONLY.....	\$ 10.54	
ALL OTHER WORK.....	\$ 11.00	
Drywall Finisher.....	\$ 11.11	
Electrician.....	\$ 9.02	.94
Glazier.....	\$ 13.42	2.55
Ironworker.....	\$ 14.05	4.10
Laborers:		
UNSKILLED.....	\$ 10.25	1.89
Painter		
EXCLUDING DRYWALL FINISHING	\$ 10.78	.90
Pipefitter		
HVAC WORK ONLY.....	\$ 10.96	.91
ALL OTHER WORK.....	\$ 15.95	2.72
Plumber		
EXCLUDING HVAC WORK.....	\$ 10.75	
Power equipment operators:		
Backhoe.....	\$ 12.03	
Bulldozer.....	\$ 13.59	2.60
Crane.....	\$ 13.59	2.60
Loader.....	\$ 13.59	2.60
Cranes - 100 feet up to 200 feet boom receive an additional \$ .25		
Cranes - 200 feet or more receive an additional \$ .50		
Roofer (including Built Up, Composition and Single Ply)....		
	\$ 8.59	
Sheet Metal Mechanic		
HVAC DUCT WORK ONLY.....	\$ 10.81	1.50
ALL OTHER WORK.....	\$ 14.39	3.04
Truck Driver.....	\$ 8.27	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour



Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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SECTION 00800  
SPECIAL CONTRACT REQUIREMENTS

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**SECTION 00100**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

00100. 1 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)

(Reference 52.215-2)

00100. 2 552.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (DEVIATION FAR 52.252-5) (SEP 1999)

(Reference 552.252-5)

00100. 3 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

00100. 4 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)

(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

00100. 5 52.214-22 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

(Reference 52.214-22)

00100. 6 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) "Definition." "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: 404-331-7063

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

00100.7 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) "Exceptions from cost or pricing data."

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an



authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) "Requirements for cost or pricing data." If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

00100. 8 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a multiple award indefinite delivery indefinite quantity contract resulting from this solicitation.  
(End of provision)

00100. 9 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(Reference 52.219-24)

00100. 10 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUNE 2005)

(Reference 552.219-72)

00100. 11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>  
<http://farsite.hill.af.mil/vffara.htm>

(End of provision)

00100. 12 552.236-73 BASIS OF AWARD--CONSTRUCTION CONTRACT (APR 1985)

(Reference 552.236-73)

00100. 13 52.236-27 I SITE VISIT (CONSTRUCTION) (FEB 1995)--ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for-- a time to be determined in the individual delivery orders.

(c) Participants will meet at-- a place to determined in the individual delivery orders.

(End of provision)

00100. 14 552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)

(Reference 552.233-70)

00100. 15 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Paula Mensah GSA, PBS, Acquisition Management Division, 4PGB, 401 W. Peachtree Street, N.W., Suite 2513, Atlanta, GA 30308 404-331-2748(tel) 404-331-7063(fax)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
(End of provision)

00100. 16 52.225-12 II NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)--ALTERNATE II (JAN 2005)

(a) "Definitions." "Australian, Chilean, or Moroccan construction material," "Caribbean Basin country construction material," "construction material," "domestic construction material," "foreign construction material," "least developed country construction material," and "WTO GPA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) "Requests for determination of inapplicability." An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) "Evaluation of offers."

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

d) "Alternate offers."

(1) When an offer includes foreign construction material, other than WTO GPA country, Australian, Chilean, or Moroccan, least developed country, or Caribbean Basin country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, WTO GPA country, Australian, Chilean, or Moroccan, least developed country, or Caribbean Basin country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, WTO GPA country, Australian, Chilean, or Moroccan, least developed country, or Caribbean Basin country construction material, and the offeror shall be required to furnish such domestic, WTO GPA country, Australian, Chilean, or Moroccan, least developed country, or Caribbean Basin country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

00100. 17 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) "Definitions." "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) "Requests for determination of inapplicability." An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) "Evaluation of offers."

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) "Alternate offers."

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

00100. 18 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (May 2002)

(a) "Definitions." "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) "Requests for determinations of inapplicability." An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) "Evaluation of offers."

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) "Alternate offers."

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

00100. 19 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUNE 2005)

(Reference 552.219-71)

00100. 20 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

(Reference 52.216-27)

00100. 21 52.215-20 I REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)--ALTERNATE I (OCT 1997)

(a) "Exceptions from cost or pricing data."

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum,

information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
  - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
  - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) "Requirements for cost or pricing data." If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall submit cost or pricing data and supporting attachments in the following format:
  - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
- (End of provision)

00100. 22 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)

(Reference 52.215-16)

00100. 23 52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

- (a) Bids must be--
    - (1) Submitted on the forms furnished by the Government or on copies of those forms, and
    - (2) Manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
  - (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--
    - (1) Lump sum bidding;
    - (2) Alternate prices;
    - (3) Units of construction; or
    - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
  - (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
  - (d) Alternate bids will not be considered unless this solicitation authorizes their submission.
- (End of provision)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.  
(End of provision)

(a) "Definitions." As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at

the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:  
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets \*\* ; and
- (2) Mark each sheet of data it wishes to restrict with the following legend:  
Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) "Contract award."

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
- (f)
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
  - (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
  - (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
  - (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
  - (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
  - (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
  - (11) If a post-award debriefing is given to requesting



offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

00100. 26 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

(End of clause)

**SECTION 00600  
REPRESENTATIONS AND CERTIFICATIONS**

00600. 1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

- (a)
- (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronic ally, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (b) applies.
- ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
(End of Provision)

00600. 2 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(Reference 52.236-28)

00600. 3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official

Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of

a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to  
Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /\_/ yes /\_/ no

(End of provision)

**SECTION 00700  
CONTRACT CLAUSES**

00700. 1 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

00700. 2 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

00700. 3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(Reference 52.203-6)

00700. 4 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

00700. 5 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(Reference 52.203-12)

00700. 6 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

(Reference 552.203-71)

00700. 7 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

00700. 8 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.204-7)

00700. 9 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)

(Reference 52.215-15)

00700. 10 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)

(Reference 52.215-2)

00700. 11 552.211-84 NON-COMPLIANCE WITH CONTRACT REQUIREMENTS (FEB 1996)

(Reference 552.211-84)

00700. 12 552.211-72 REFERENCES TO SPECIFICATIONS IN DRAWINGS (FEB 1996)

(Reference 552.211-72)

00700. 13 552.211-71 STANDARD REFERENCES (SEP 1999)

(Reference 552.211-71)

00700. 14 52.211-13 TIME EXTENSIONS (SEPT 2000)

(Reference 52.211-13)

00700. 15 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of dollars as specified in each individual delivery order for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

00700. 16 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to

(a) commence work under this contract within the number of days as prescribed in each individual delivery order. calendar days after the date the Contractor receives the notice to proceed,

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than the number of days as prescribed in each individual delivery order. The time stated for completion shall include final cleanup of the premises.

(End of clause) +The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

00700. 17 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Jan 2005)

(Reference 52.209-6)

00700. 18 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract including options, if exercised.

(End of clause)

00700. 19 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the expiration date of this contract.

(End of clause)

00700. 20 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) "Maximum order." The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$1,000,000.
  - (2) Any order for a combination of items in excess of \$1,000,000.
- or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

00700. 21 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Contracting Officer or its designee through the expiration date of this contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (End of clause)

00700. 22 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

(Reference 552.215-70)

00700. 23 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-21)

00700. 24 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall--
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified

- accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).
- (End of clause)

00700. 25 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JULY 2005)

(Reference 52.215-18)

00700. 26 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference 52.215-17)

00700. 27 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE is as follows:

Fulton County, GA 21.2% Floyd County, GA 21.2% Chatman County, GA 30.6% Thomas County, GA 31.1% Bibb County, GA 27.5% Glynn County, GA 22.2% Sumter County, GA 31.6% Dougherty County, GA 32.1% Coweta County, GA 19.5% Bullock County, GA 29.6% Clarke County, GA 19.5% Hall County, GA 19.5% Lowndes County, GA 31.1% Washington County, GA 31.7% Laurens County, GA 22.2% Ware County, GA 22.2% DeKalb County, GA 21.2% Catoosa County, GA 12.5% Dade County, GA 21.2% Fayette County, GA 21.2% Oconee County, GA 19.5% Pickens County, GA 19.5% Polk County, GA 19.5% Richmond County, GA 19.5% Spalding County, GA 19.5% Walker County, GA 12.5% Whitfield County, GA 8.6% Cobb County, GA 21.2% Clayton County, GA 21.2% Muscogee County, GA 31.1% Leon County, FL 24.3% Mobile County, AL 26.9% Baldwin County, AL 26.9% Augusta County, AL 29.9% Elmore County, AL 29.9% Montgomery County, AL 29.9% Calhoun County, AL 29.9% Jefferson County, AL 24.9% Tuscaloos County, AL 20.6% Florence County, AL 20.6% Huntsville County, AL 12.0% Chattanooga County, TN 12.5% Knoxville County, TN 6.6% Clarksville County, TN 18.2% Cheatham County, TN 15.8% Dawson County, TN 15.8% Dickson County, TN 15.8% Roberson County, TN 15.8% Rutherford County, TN 15.8% Sumner County, TN 15.8% Jackson County, MS 16.9%

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE is as follows:

6.9% for all covered areas.

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade.

The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department



of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fulton County, GA 21.2% Floyd County, GA 21.2% Chatman County, GA 30.6% Thomas County, GA 31.1% Bibb County, GA 27.5% Glynn County, GA 22.2% Sumter County, GA 31.6% Dougherty County, GA 32.1% Coweta County, GA 19.5% Bullock County, GA 29.6% Clarke County, GA 19.5% Hall County, GA 19.5% Lowndes County, GA 31.1% Washington County, GA 31.7% Laurens County, GA 22.2% Ware County, GA 22.2% Dekalb County, GA 21.2% Catoosa County, GA 12.5% Dade County, GA 21.2% Fayette County, GA 21.2% Oconee County, GA 19.5% Pickens County, GA 19.5% Polk County, GA 19.5% Richmond County, GA 19.5% Spalding County, GA 19.5% Walker County, GA 12.5% Whitfield County, GA 8.6% Cobb County, GA 21.2% Clayton County, GA 21.2% Muscogee County, GA 31.1% Leon County, FL 24.3% Mobile County, AL 26.9% Baldwin County, AL 26.9% Augusta County, AL 29.9% Elmore County, AL 29.9% Montgomery County, AL 29.9% Calhoun County, AL 29.9% Jefferson County, AL 24.9% Tuscaloos County, AL 20.6% Florence County, AL 20.6% Huntsville County, AL 12.0% Chattanooga County, TN 12.5% Knoxville County, TN 6.6% Clarksville County, TN 18.2% Cheatham County, TN 15.8% Dawson County, TN 15.8% Dickson County, TN 15.8% Roberson County, TN 15.8% Rutherford County, TN 15.8% Sumner County, TN 15.8% Jackson County, MS 16.9%

(End of provision)

00700. 28 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

00700. 29 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

(Reference 52.222-20)

00700. 30 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(Reference 52.222-15)

00700. 31 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

(Reference 52.222-14)

00700. 32 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

(Reference 52.222-13)

00700. 33 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

(Reference 52.222-12)

00700. 34 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JULY 2005)

(Reference 52.222-11)

00700. 35 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

(Reference 52.222-10)

00700. 36 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(Reference 52.228-11)

00700. 37 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 52.228-5)

00700. 38 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

(Reference 52.228-2)

00700. 39 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

(Reference 52.227-4)

00700. 40 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(Reference 52.227-1)

00700. 41 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)

(Reference 52.225-13)

00700. 42 52.225-11 I BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (Jan 2005)--ALTERNATE I (JAN 2005)

(a) Definitions. As used in this clause--

"Australian, Chilean, or Moroccan construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Australia, Chile, or Morocco; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Australia, Chile, or Morocco into a new and different construction material distinct from the materials from which it was transformed.

"Caribbean Basin country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Chilean construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of Chile; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Chile into a new and different construction material distinct from the materials from which it was transformed.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Canada, Chile, Mexico, Morocco, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Dominican Republic, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Montserrat, Netherlands Antilles, Nicaragua, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"Least developed country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) "Construction materials."

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except NAFTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for WTO GPA country and Australian, Chilean, and Moroccan, least developed country, and Caribbean Basin country construction materials.
- (2) The Contractor shall use only domestic, WTO GPA country, Australian, Chilean, or Moroccan, least developed

- country, or Caribbean Basin country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:
- none
- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) "Request for determination of inapplicability of the Buy American Act."
- (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Price;
      - (E) Time of delivery or availability;
      - (F) Location of the construction project;
      - (G) Name and address of the proposed supplier; and
      - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
    - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
    - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
  - (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
  - (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
  - (d) "Data." To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison									
Price	Material	Measure	(Dollars)+	Description	Item 1:	Construction	Unit of	Quantity	
					Foreign construction				Domestic
					Foreign construction				Domestic

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[+ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

#### 00700. 43 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (Jan 2005)

(a) "Definitions." As used in this clause--

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) "Domestic preference."

- (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction

material or components listed by the Government as follows:

none

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
  - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) "Request for determination of inapplicability of the Buy American Act."
  - (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Price;
      - (E) Time of delivery or availability;
      - (F) Location of the construction project;
      - (G) Name and address of the proposed supplier; and
      - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
    - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
    - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
    - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
  - (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
  - (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) "Data." To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison				
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)+	
Item 1:				
Foreign construction material				
Domestic construction material				
Item 2:				
Foreign construction material				
Domestic construction material				
[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]				
[Include other applicable supporting information.]				
[+ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]				

00700. 44 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(Reference 52.223-14)

00700. 45 52.232-17 INTEREST (JUNE 1996)

(Reference 52.232-17)

00700. 46 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (Sept 2002)

(Reference 52.232-5)

00700. 47 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 2005)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

(a) Definitions. As used in this clause?

?Affected CAS-covered contract or subcontract? means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor?

(1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or

(2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

?Cognizant Federal agency official (CFAO)? means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

?Desirable change? means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds

is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

?Fixed-price contracts and subcontracts? means?

- (1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207;
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4);
- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

?Flexibly-priced contracts and subcontracts means??

- (1) Fixed-price contracts and subcontracts described 16.203-1(a)(2) at FAR 16.204, 16.205, and 16.206;
- (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3);
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4);
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

?Noncompliance? means a failure in estimating, accumulating, or reporting costs to?

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

?Required change? means?

- (1) A change in cost accounting practice that a Contractor is required to make in order to comply with a CAS, or a modification or interpretation thereof, that subsequently becomes applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or
- (2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

?Unilateral change? means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

- (b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230-2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards?Educational Institution.
  - (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.
  - (2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.
  - (3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clause at FAR



- 52.230-3, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.
- (4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clause at FAR 52.230-3)?
- (i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or
- (ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.
- (c) When requested by the CFAO, submit on or before a date specified by the CFAO?
- (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;
- (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
- (3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and
- (4) For any request for a desirable change that is based on criteria other than that in FAR 30.603-2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.
- (d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall?
- (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
- (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
- (i) A representative sample of affected CAS-covered contracts and subcontracts.
- (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
- (A) Fixed-price contracts and subcontracts.
- (B) Flexibly-priced contracts and subcontracts.
- (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
- (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
- (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
- (A) Fixed-price contracts and subcontracts.
- (B) Flexibly-priced contracts and subcontracts.
- (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
- (A) Fixed-price contracts and subcontracts.
- (B) Flexibly-priced contracts and subcontracts; and
- (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.
- (e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall?
- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
- (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include?
- (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and

- (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
- (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
- (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.
- (f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:
  - (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).
  - (2) For unilateral changes?
    - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
      - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
      - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
    - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
      - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.
      - (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
    - (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and
    - (iv) Calculate the increased cost to the Government in the aggregate.
  - (3) For equitable adjustments for required or desirable changes?
    - (i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and
    - (ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.
- (g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:
  - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:
    - (i) A representative sample of affected CAS-covered contracts and subcontracts.
    - (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.
    - (iii) Any other method that provides a reasonable approximation of the total increase or decrease.
  - (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
    - (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

- (A) Fixed-price contracts and subcontracts.
- (B) Flexibly-priced contracts and subcontracts.
- (ii) The increased or decreased cost to the Government for each of the following groups:
  - (A) Fixed-price contracts and subcontracts.
  - (B) Flexibly-priced contracts and subcontracts.
- (iii) The total overpayments and underpayments made by the Government during the period of noncompliance.
- (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:
  - (1) Calculate the cost impact in accordance with paragraph (i) of this clause.
  - (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to?
    - (i) Include only those affected CAS-covered contracts and subcontracts having?
      - (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and
      - (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and
    - (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.
  - (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.
  - (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.
- (i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:
  - (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established).
  - (2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:
    - (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.
    - (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.
  - (3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
    - (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.
    - (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.
  - (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

- (5) Calculate the increased cost to the Government in the aggregate.
- (j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:
  - (1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.
  - (2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.
- (k) Agree to?
  - (1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clause at FAR 52.230-3; and
  - (2) Repay the Government for any aggregate increased cost paid to the Contractor.
- (l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5?
  - (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);
  - (2) Include the substance of this clause in all negotiated subcontracts; and
  - (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:
    - (i) Subcontractor's name and subcontract number.
    - (ii) Dollar amount and date of award.
    - (iii) Name of Contractor making the award.
- (m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall?
  - (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and
  - (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.
- (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230-3, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.  
(End of clause)

00700. 48 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

- (a) The Contractor, in connection with this contract, shall--
  - (1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard-Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR part 9904.
  - (2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (3)
    - (i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be

amended accordingly.

- (ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.
  - (4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.
  - (b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).
  - (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.
  - (d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--
    - (1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.
    - (2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.
    - (3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.
- (End of clause)

00700. 49 52.230-2 COST ACCOUNTING STANDARDS (APR 1998)

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall--
  - (1) "(CAS-covered Contracts Only)" By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be

amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

- (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)

- (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
- (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C. 6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

00700. 50 552.228-70 WORKERS' COMPENSATION LAWS (SEP 1999)

(Reference 552.228-70)

00700. 51 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JULY 2000)

(Reference 52.228-15)

00700. 52 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(Reference 52.228-14)

00700. 53 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

(Reference 52.228-12)

00700. 54 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>  
(End of clause)

00700. 55 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(Reference 52.249-10)

00700. 56 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)-- ALTERNATE I (SEP 1996)

(Reference 52.249-2 I)

00700. 57 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(Reference 52.248-3)

00700. 58 552.246-75 GUARANTEES (MAY 1989)

(Reference 552.246-75)

00700. 59 552.246-72 FINAL INSPECTION AND TESTS (SEP 1999)

(Reference 552.246-72)

00700. 60 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(Reference 52.246-21)

00700. 61 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(Reference 52.246-12)

00700. 62 52.245-19 GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)

(Reference 52.245-19)

00700. 63 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(Reference 52.245-2)

00700. 64 52.245-1 PROPERTY RECORDS (APR 1984)

(Reference 52.245-1)

00700. 65 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (Dec 2004)

(Reference 52.244-6)

00700. 66 52.244-2 SUBCONTRACTS (AUG 1998)

(Reference 52.244-2)

00700. 67 552.243-71 EQUITABLE ADJUSTMENTS (APR 1984)

(Reference 552.243-71)

00700. 68 552.243-70 PRICING OF ADJUSTMENTS (APR 1989)

(Reference 552.243-70)

00700. 69 52.243-4 CHANGES (AUG 1987)

(Reference 52.243-4)

00700. 70 52.242-14 SUSPENSION OF WORK (APR 1984)

(Reference 52.242-14)

00700. 71 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

00700. 72 552.236-82 SUBCONTRACTS (APR 1984)

(Reference 552.236-82)

00700. 73 552.236-81 USE OF EQUIPMENT BY THE GOVERNMENT (APR 1984)

(Reference 552.236-81)

00700. 74 552.236-80 HEAT (APR 1984)

(Reference 552.236-80)

00700. 75 552.236-79 SAMPLES (APR 1984)

(Reference 552.236-79)

00700. 76 552.236-78 SHOP DRAWINGS, COORDINATION DRAWINGS, AND SCHEDULES (SEP 1999)

(Reference 552.236-78)

00700. 77 552.236-77 SPECIFICATIONS AND DRAWINGS (SEP 1999)

(Reference 552.236-77)

00700. 78 552.236-76 MEASUREMENTS (APR 1984)

(Reference 552.236-76)



00700. 79 552.236-75 USE OF PREMISES (APR 1984)

(Reference 552.236-75)

00700. 80 552.236-74 WORKING HOURS (APR 1984)

(Reference 552.236-74)

00700. 81 552.236-72 SPECIALIST (APR 1984)

(Reference 552.236-72)

00700. 82 552.236-71 AUTHORITIES AND LIMITATIONS (APR 1984)

(Reference 552.236-71)

00700. 83 552.236-70 DEFINITIONS (APR 1984)

(Reference 552.236-70)

00700. 84 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

(Reference 52.236-26)

00700. 85 52.236-21 I SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)--ALTERNATE I (APR 1984)

(Reference 52.236-21 I)

00700. 86 52.236-17 LAYOUT OF WORK (APR 1984)

(Reference 52.236-17)

00700. 87 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(Reference 52.236-15)

00700. 88 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(Reference 52.236-14)

00700. 89 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(Reference 52.236-13)

00700. 90 52.236-12 CLEANING UP (APR 1984)

(Reference 52.236-12)

00700. 91 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(Reference 52.236-11)

00700. 92 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(Reference 52.236-10)

00700. 93 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(Reference 52.236-9)

00700. 94 52.236-8 OTHER CONTRACTS (APR 1984)

(Reference 52.236-8)

00700. 95 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

(Reference 52.236-7)

00700. 96 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

(Reference 52.236-6)

00700. 97 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(Reference 52.236-5)

00700. 98 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by an authority to be determined in each individual delivery order.

(b) Weather conditions if pertinent will be stated in each individual delivery order

(c) Transportation facilities will be provided in each individual delivery order

(d)

(End of clause)

00700. 99 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(Reference 52.236-3)

00700. 100 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(Reference 52.236-2)

00700. 101 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twelve percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

00700. 102 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

00700. 103 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

00700. 104 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

00700. 105 552.232-78 PAYMENT INFORMATION (JUL 2000)

(Reference 552.232-78)

00700. 106 552.232-70 INVOICE REQUIREMENTS (SEP 1999)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order. ACT Number will be provided in each delivery order.

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice: Construction Progress Report - GSA form 184. Also, 184A & 184B, when applicable.

(End of clause)

00700. 107 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

(Reference 52.232-37)

00700. 108 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

00700. 109 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

(Reference 52.232-27)

00700. 110 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

00700. 111 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

00700. 112 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(Reference 52.223-5)

00700. 113 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

"None")		Material	Identification No.	(If none, insert

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes,

ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
  - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.  
(End of clause)

00700. 114 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(Reference 52.222-37)

00700. 115 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference 52.222-36)

00700. 116 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [DEC 2001]

(Reference 52.222-35)

00700. 117 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(Reference 52.222-27)

00700. 118 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(Reference 52.222-26)

00700. 119 52.222-9 APPRENTICES AND TRAINEES (JULY 2005)

(Reference 52.222-9)

00700. 120 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(Reference 52.222-8)

00700. 121 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

(Reference 52.222-7)

00700. 122 52.222-6 DAVIS-BACON ACT (JULY 2005)

(Reference 52.222-6)

00700. 123 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JULY 2005)

(Reference 52.222-4)

00700. 124 52.222-3 CONVICT LABOR (JUNE 2003)

(Reference 52.222-3)

00700. 125 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

00700. 126 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR

124.104(c)(2); and

- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

00700. 127 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

00700. 128 52.204-2 II SECURITY REQUIREMENTS (AUG 1996)--ALTERNATE II (APR 1984)

(Reference 52.204-2 II)

00700. 129 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

00700. 130 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

00700. 131 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

00700. 132 552.203-70 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Reference 552.203-70)

00700. 133 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(Reference 52.204-8)

00700. 134 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(Reference 52.207-2)

00700. 135 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (JUL 2004)

(Reference 52.208-9)

00700. 136 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(Reference 52.215-1 I)

00700. 137 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

00700. 138 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Reference 52.215-10)

00700. 139 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-11)

00700. 140 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Reference 52.215-12)

00700. 141 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-13)

00700. 142 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

(Reference 52.215-18)

00700. 143 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

(Reference 52.217-8)

00700. 144 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(Reference 52.217-9)

00700. 145 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(Reference 52.219-14)

00700. 146 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference 52.222-1)

00700. 147 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(Reference 52.222-9)

00700. 148 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

(Reference 52.222-29)

00700. 149 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

(Reference 52.223-12)

00700. 150 52.225-5 TRADE AGREEMENTS (Jan 2005)

(Reference 52.225-5)

00700. 151 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (State and Local Adjustments) (April 2003)

(Reference 52.229-4)

00700. 152 52.229-5 RESERVED

(Reference 52.229-5)

00700. 153 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR 1998)

(Reference 52.230-5)

00700. 154 52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

(Reference 52.232-10)

00700. 155 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

00700. 156 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

(Reference 52.232-19)

00700. 157 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (OCT 2003)

(Reference 52.232-26)

00700. 158 552.232-72 FINAL PAYMENT (SEP 1999)

(Reference 552.232-72)

00700. 159 52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(Reference 52.236-22)

00700. 160 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(Reference 52.236-23)

00700. 161 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

(Reference 52.236-24)

00700. 162 52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUNE 2003)

(Reference 52.236-25)

00700. 163 552.236-83 REQUIREMENT FOR A PROJECT LABOR AGREEMENT (SEP 1999)

(Reference 552.236-83)

00700. 164 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

(Reference 52.237-2)

00700. 165 52.245-3 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

(Reference 52.245-3)

00700. 166 552.246-71 SOURCE INSPECTION BY GOVERNMENT (SEP 1999)



(Reference 552.246-71)

00700. 167 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)

(Reference 52.247-63)

00700. 168 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Apr 2003)

(Reference 52.247-64)

00700. 169 52.248-2 VALUE ENGINEERING--ARCHITECT-ENGINEER (MAR 1990)

(Reference 52.248-2)

00700. 170 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)

(Reference 52.249-7)

00700. 171 552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)

(Reference 552.252-6)

00700. 172 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) "Definition." "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification. \*\* \*\*

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided. \*\* \*\* \*\* \*\* (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

00700. 173 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

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(End of provision)

(a) "Exceptions from cost or pricing data."

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) "Requirements for cost or pricing data." If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \*\*
  - (b) The maximum amount for which the Government shall be liable if this contract is terminated is \*\*
- (End of clause)

00700. 176 52.216-25 CONTRACT DEFINITIZATION (OCT 1997)

- (a) A \*\* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include
  - (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,
  - (2) all clauses required by law on the date of execution of the definitive contract, and
  - (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a \*\* e.g., fixed-price or cost-and-fee] proposal and cost or pricing data supporting its proposal.
- (b) The schedule for definitizing this contract is [insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data]:


- (c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.
    - (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--
      - (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
      - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
      - (iii) Any other clauses, terms, and conditions mutually agreed upon.
    - (2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.
- (End of clause)

00700. 177 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

00700. 178 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

00700. 179 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

- (a) "Definition." "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) "General."

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

00700. 180 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (SEPT 2000)

(a) "Overtime requirements." No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) "Violation; liability for unpaid wages; liquidated damages." The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) "Withholding for unpaid wages and liquidated damages." The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) "Payrolls and basic records."

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) "Subcontracts." The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

00700. 181 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in

the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)

(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division

Employment Standards Administration

U.S. Department of Labor

Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

00700. 182 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)

(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

00700. 183 52.232-12 ADVANCE PAYMENTS (MAY 2001)

(a) "Requirements for payment." Advance payments will be made under this contract

(1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, \*\* or

(2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$\*\*. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) "Special account." Until

(1) the Contractor has liquidated all advance payments made under the contract and related interest charges and

(2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special

account with the \*\*. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) "Use of funds." The Contractor may withdraw funds from the special account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) "Repayment to the Government." At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of the clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) "Maximum payment." When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed \*\* percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of \$\*\* less any subsequent price reductions under the contract, plus

(1) any price increases resulting from any terms of this contract for price redetermination or escalation, and

(2) any other price increases that do not, in the aggregate,

exceed \$\*\*. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) "Interest."

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--

- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;
- (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and
- (iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of

- (i) the published prime rate of the financial institution (depository) in which the special account is established or
  - (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)).
- The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) "Financial institution agreement." Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) "Lien on special bank account." The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) "Lien on property under contract."

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation,

all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

- (i) The termination inventory is sold or retained; and
- (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) "Insurance."

(1) The Contractor shall maintain with responsible insurance carriers--

- (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
- (ii) Adequate insurance against liability on account of damage to persons or property; and
- (iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall--

- (i) Maintain this insurance;
- (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
- (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) "Default."

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

- (i) Termination of this contract for a fault of the Contractor.
- (ii) A finding by the administering office that the Contractor has failed to--
  - (A) Observe any of the conditions of the advance payment terms;
  - (B) Comply with any material term of this contract;
  - (C) Make progress or maintain a financial condition adequate for performance of this contract;
  - (D) Limit inventory allocated to this contract to reasonable requirements; or
  - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.



- (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
- (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
- (v) The commission of an act of bankruptcy.
- (2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
  - (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
  - (ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.
  - (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
  - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (l) "Prohibition against assignment." Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (m) "Information and access to records." The Contractor shall furnish to the administering office
  - (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and
  - (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (n) "Other security." The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (o) "Representations." The Contractor represents the following:
  - (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
  - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
  - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
  - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
  - (5) The Contractor has the power to enter into this contract

and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

- (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
- (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
- (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.
- (p) "Covenants." To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--
  - (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
  - (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
  - (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
  - (4) Sell, convey, or lease all or a substantial part of its assets;
  - (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
  - (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
  - (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
  - (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$\*\* a year;
  - (9) Change substantially the management, ownership, or control of the corporation;
  - (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
  - (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
  - (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
  - (13) Make or covenant for capital expenditures exceeding \$\*\* in total;
  - (14) Permit its net current assets, computed in accordance

- with generally accepted accounting principles, to become less than \$\*\* or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract: \*\*
- (End of clause)

00700. 184 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) "Method of payment."

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
  - (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) "Mandatory submission of Contractor's EFT information."

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by \*\* If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) "Mechanisms for EFT payment." The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) "Suspension of payment."

- (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request

for suspension shall extend the due date for payment by the number of days of the suspension.

(e) "Liability for uncompleted or erroneous transfers."

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) "EFT and prompt payment." A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) "EFT and assignment of claims." If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) "Liability for change of EFT information by financial agent." The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) "Payment information." The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) "EFT information." The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
  - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.
- (End of clause)

00700. 185 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: \*\*

(End of provision)

00700. 186 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: none  
(End of clause)

00700. 187 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds--

- (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
- (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be percent of the bid price or \$ whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.  
(End of provision)

00700. 188 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of provision)

00700. 189 52.232-16 PROGRESS PAYMENTS (Apr 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) "Computation of amounts."

- (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
  - (i) In accordance with the terms and conditions of a subcontract or invoice; and
  - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor

contributions under employee pension plans until actually paid unless--

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
  - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
  - (ii) Costs incurred by subcontractors or suppliers.
  - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
  - (iv) Payments made or amounts payable to subcontractors or suppliers, except for--
    - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
    - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither
- (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
  - (ii) the value, for progress payment purposes, of the incomplete work.
- Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) "Liquidation." Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) "Reduction or suspension." The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).
- (2) Performance of this contract is endangered by the Contractor's--
  - (i) Failure to make progress; or
  - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of

this contract.

- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.

(d) "Title."

- (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

- (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

- (4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

- (5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and

(ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) "Risk of loss." Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) "Control of costs and property." The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) "Reports and access to records." The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent

information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

- (h) "Special terms regarding default." If this contract is terminated under the Default clause,
  - (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
  - (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.
- (i) "Reservations of rights."
  - (1) No payment or vesting of title under this clause shall--
    - (i) Excuse the Contractor from performance of obligations under this contract; or
    - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
  - (2) The Government's rights and remedies under this clause--
    - (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
    - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (j) "Financing payments to subcontractors." The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:
  - (1) The amounts included are limited to--
    - (i) The unliquidated remainder of financing payments made; plus
    - (ii) Any unpaid subcontractor requests for financing payments.
  - (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or if the subcontractor is a small business concern, 4 months.
  - (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--
    - (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
    - (ii) Are at least as favorable to the Government as the terms of this clause.
    - (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
    - (iv) Are in conformance with the requirements of FAR 32.504(e); and
    - (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
      - (A) The Contractor defaults; or
      - (B) The subcontractor becomes bankrupt or insolvent.
  - (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
    - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
    - (ii) Are in conformance with the requirements of FAR 32.504(f); and
    - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--



- (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
- (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
  - (ii) Are in conformance with the requirements of FAR 32.504(g); and
  - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
- (A) The Contractor defaults; or
  - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.
- (9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.
- (k) "Limitations on undefinitized contract actions." Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.
- (l) "Due date." The designated payment office will make progress payments on the day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.
- (m) "Progress payments under indefinite-delivery contracts." The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.
- (End of clause)

**SECTION 00800  
SPECIAL CONTRACT REQUIREMENTS**

**00800. 1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to

- (a) commence work under this contract within \*\* calendar days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than \*\* The time stated for completion shall include final cleanup of the premises.

(End of clause) +The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

**00800. 2 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of dollars which shall be established in each individual delivery order. for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**00800. 3 52.211-13 TIME EXTENSIONS (SEPT 2000)**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

**00800. 4 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE is as follows:

Fulton County, GA 21.2% Floyd County, GA 21.2% Chatman County, GA 30.6% Thomas County, GA 31.1% Bibb County, GA 27.5% Glynn County, GA 22.2% Sumter County, GA 31.6% Dougherty County, GA 32.1% Coweta County, GA 19.5% Bullock County, GA 29.6% Clarke County, GA 19.5% Hall County, GA 19.5% Lowndes County, GA 31.1% Washington County, GA 31.7% Laurens County, GA 22.2% Ware County, GA 22.2% DeKalb County, GA 21.2% Catoosa County, GA 12.5% Dade County, GA 21.2% Fayette County, GA 21.2% Oconee County, GA 19.5% Pickens County, GA 19.5% Polk County, GA 19.5% Richmond County, GA 19.5% Spalding County, GA 19.5% Walker County, GA 12.5% Whitfield County, GA 8.6% Cobb County, GA 21.2% Clayton County, GA 21.2% Muscogee County, GA 31.1% Leon County, FL 24.3% Mobile County, AL 26.9% Baldwin County, AL 26.9% Augusta County, AL 29.9% Elmore County, AL 29.9% Montgomery County, AL 29.9% Calhoun County, AL 29.9% Jefferson County, AL 24.9% Tuscaloos County, AL 20.6% Florence County, AL 20.6% Huntsville County, AL 12.0% Chattanooga County, TN 12.5% Knoxville County, TN 6.6% Clarksville County, TN 18.2% Cheatham County, TN 15.8% Dawson County, TN 15.8% Dickson County, TN 15.8% Roberson County, TN 15.8% Rutherford County, TN 15.8% Sumner County, TN 15.8% Jackson County, MS 16.9%

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE is as follows:

6.9% for all covered areas

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on
  - (1) its implementation of the Equal Opportunity clause,
  - (2) specific affirmative action obligations required by the

clause entitled "Affirmative Action Compliance Requirements for Construction," and

- (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade.

The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fulton County, GA Floyd County, GA Chatman County, GA Thomas County, GA Bibb County, GA Glynn County, GA Sumter County, GA Dougherty County, GA Coweta County, GA Bullock County, GA Clarke County, GA Hall County, GA Lowndes County, GA Washington County, GA Laurens County, GA Ware County, GA DeKalb County, GA Catoosa County, GA Dade County, GA Fayette County, GA Oconee County, GA Pickens County, GA Polk County, GA Richmond County, GA Spalding County, GA Walker County, GA Whitfield County, GA Cobb County, GA Clayton County, GA Muscogee County, GA Leon County, FL Mobile County, AL Baldwin County, AL Augusta County, AL Elmore County, AL Montgomery County, AL Calhoun County, AL Jefferson County, AL Tuscaloos County, AL Florence County, AL Huntsville County, AL Chattanooga County, TN Knoxville County, TN Clarksville County, TN Cheatham County, TN Dawson County, TN Dickson County, TN Roberson County, TN Rutherford County, TN Sumner County, TN Jackson County, MS

(End of provision)

00800. 5 52.223-3 I HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)-- ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

"None")		Material		Identification No.		(If none, insert	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be

- exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.
- (End of clause)

00800. 6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

00800. 7 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twelve (12) percent percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

00800. 8 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by \*\*
- (b) Weather conditions \*\*
- (c) Transportation facilities \*\*
- (d) \*\*

(End of clause)

00800. 9 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUNE 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government- furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)